

Brantford and Port Burwell Railway.

Articles of Agreement, made and concluded this
day of _____ in the year of our Lord one thousand eight
hundred and seventy _____ by and between

part _____ of the first part, and

part _____ of the second part, Witnesseth, that for and in consideration of the payments and covenants hereinafter mentioned, to be performed by

part _____ of the first part, said

part _____ of the second part, do hereby agree and bind
_____ heirs, executors and administrators, to construct,
and in every respect to complete, in the most substantial and workmanlike manner,
and to the satisfaction and acceptance of the Chief Engineer of the Brantford and
Port Burwell Railway Company, the grading of the following Sections on the
Division of the said Railway, to wit : Sections

in such manner as will conform, in every respect, to the directions of the Engineer,
the annexed Specifications, and the following conditions, viz. :

1ST.—The work shall be commenced within _____ days
after the execution of this contract, or as soon thereafter as the right of way is ob-
tained, and must be completed on or before the _____ day of

2ND.—The said part _____ of the second part shall perform all the work and
furnish all the materials necessary to fully complete the clearing and grubbing,
grading and ditching, so as to prepare the road-bed for the reception of the super-
structure on the above named Sections,

and that the said work shall in all particulars be made to conform to the plans and
specifications of the Engineer, by whose measurements and calculations the quanti-
ties and amounts of the several kinds of work performed under this contract shall
be determined, and who shall have full power to reject and condemn all work or
materials, which, in his opinion, do not conform to the spirit of this agreement, and

shall decide every question which may or can arise between the parties relative to the execution thereof, and his decision shall be conclusive.

3RD.—The several stipulations of this contract shall be performed in such manner that the part of the second part shall not be relieved from the immediate charge and responsibility of the work, and no part thereof shall be transferred or sub-contracted, unless by the sanction and approval, in writing, of said first part or their Engineer.

4TH.—If any foreman or labourer employed by the contractor shall, in the opinion of the Engineer, execute his work in an unfaithful and unskilful manner, or in any respect prove remiss or inadequate to the performance of his duty, or disrespectful or riotous in his conduct, he shall forthwith, by direction of the Engineer, be discharged, and no person shall be employed on the work in the capacity of foreman or overseer, who has been previously discharged for neglect or unfaithfulness.

5TH.—If any damage shall be done by the part of the second part, or by workmen in employ, to the owners or occupants of land or other property adjoining, or in the vicinity of the work herein contracted to be done, the Engineer shall have the right to estimate the amount of such damage, and to pay the same to such owner or occupant, and the amount so paid shall be deducted from the value of work done under this contract.

6TH.—The said part of the second part further bind not to keep, or suffer to be kept, or used, any ardent spirits, in any house or tenement built or occupied by them, or by workmen in their employ, or by boarding-house keepers under them, on or near said work; and to discharge from their employment any workman, labourer, or boarding-house keeper who is guilty of a breach of this regulation, when required to do so by the Engineer.

7TH.—All roads for hauling materials, and ways to and from the work, also, all grounds for the erection of shanties, are to be procured and paid for by the part of the second part at own expense.

THE aforesaid part of the first part hereby agree and bind that upon certificate of the chief Engineer, that the work contemplated to be done under this contract, has been fully completed by the part of the second part, they will pay said part of the second part for the performance of the same in full, for materials and workmanship, as follows, to wit:

For clearing, where required, per acre of roadway,

For earth excavations, per cubic yard of 27 cubic ft.,

For loose rock excavations, per cubic yard of 27 cubic ft.,

For slate rock excavations, per cubic yard of 27 cubic ft.,

For solid rock excavations, per cubic yard of 27 cubic ft.,

IT IS FURTHER AGREED by the part of the first part, that estimates shall be made during the progress of the work, on or about the first of each month, and that payments shall be by said first part upon the estimate and certificate of the Engineer, at the Company's principal office in Brantford, Ont., on or before the tenth (10th) day of each month, for the amount and value of work done and materials furnished during the previous month;

being deducted and retained by said first part until the final completion of the work embraced in this contract, when all sums due the part of the second part shall be fully paid, and this contract considered cancelled. For the purpose of avoiding all cause of difference or dispute between the parties to this contract,

relative to its true intent and meaning, and for the purpose of adjusting in an amicable manner any difference that may or can arise relative thereto, it is mutually understood and agreed as follows, to wit:

1st.—The part of the first part reserve the right at any time to change the location of the line or the establishment of grades, and it is hereby mutually agreed, that no extra charge will be claimed or allowed on account of such changes in the line or grades, the prices herein mentioned being considered as full compensation for the various kinds of work herein agreed to be performed.

2nd.—Whenever work is required to be done which is not now contemplated or covered by the prices herein mentioned, the Engineer shall fix such prices for the work as he shall consider just and equitable. The said parties shall abide by such prices, provided the part of the second part enter upon and commence such work with a full knowledge of the prices so fixed by the Engineer; but if the part of the second part decline executing said work at the prices fixed by the Engineer, then the part of the first part may enter into contract with any person or persons for its execution, the same as if this contract had never existed; and if extra work, or work not provided for in this contract, be performed by the contractor without protest or notice in writing to the Engineer, before prices shall have been fixed for such work, then the Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and the contractor shall accept of such prices in full satisfaction of his demands against the part of the first part for said extra work. But nothing shall be deemed extra work that can be measured and estimated under this contract.

3rd.—If the part of the second part refuse or unreasonably neglect to remedy any imperfections which may be pointed out by the Engineer, or in any manner violate the conditions of this contract, so that in the judgment of the Engineer there shall be just grounds for apprehension that the work will not be completed in the manner, and within the time herein specified, then it shall be the duty of the Engineer to serve a written notice upon said part , setting forth the grounds for his apprehension, and specifying the manner, together with reasonable time in which said party may cause such grounds to be removed, and if, at the expiration of such time, said grounds for apprehension be not removed, then full power and authority is hereby mutually vested in said Engineer, to declare this contract forfeited, and on such declaration being given in writing by the Engineer to the part hereto, this contract shall determine immediately, and the said part of the first part may forever retain the reserved percentage, on account of the consideration for damages which they may have sustained by reason of the forfeiture of this contract; or as an alternative to a declaration of forfeiture, the part of the first part shall, on written report of the Engineer, that apprehensions are sustained that this contract will not be completed in the time and manner stipulated, have the right to take such measures as may be deemed by the Engineer necessary to insure the completion of the work, in the time and manner herein stipulated, and to deduct from the monthly estimates, and final estimate of work done under this contract, such sum or sums as may be required to defray the expenses of such measures. Among the measures which, under such circumstances, may be resorted to, are the execution by own agents of such portions of the work as the Engineer may select, or the requirements that the part of the second part shall provide for, and employ in the most efficient manner, such additional men, carts, teams, &c., in the manner directed by the Engineer,

4th.—It is further mutually agreed between the parties hereto, that nothing herein contained shall be construed into a liability for damages on the part of

the first part hereto, should the whole or any part of the work under this contract be for any reason suspended or delayed ; and in no event will the part of the second part have right to claim extra compensation or prices for damage arising from such suspension or delay of operations of said work.

In witness whereof, we have hereunto set our hands and seals, this
day of 187

